

Rec No 14167-A  
\$10

RECORDATION NO. 14167-A Filed 1425

NOV 18 1983 - 11 00 AM

INTERSTATE COMMERCE COMMISSION No.

Agatha Mergenovich  
Interstate Commerce Commission  
Washington, D.C.

~~3-322A039~~  
3-322A039  
NOV 18 1983  
Date: NOV 18 1983  
Fee \$: 10.00  
ICC Washington, D.C.

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NOV 18 10 59 AM '83  
I.C.C.  
FEE OPERATION BR.

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and six counterparts of a Supplement No. 1 to Security Agreement-Trust Deed dated as of October 15, 1983. \*\*

A general description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor: Valley Bank of Nevada  
300 South 4th Street  
Las Vegas, Nevada 89101

Secured Party: The Connecticut Bank and Trust  
Company, National Association  
One Constitution Plaza  
Hartford, Connecticut 06115

The undersigned is the Debtor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and five copies of the Security Agreement-Trust Deed to Deborah G. Page, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

A short summary of the enclosed document to appear in the Index as follows:

Supplement No. 1 to Security Agreement-Trust Deed dated as of October 15, 1983 between Valley Bank of Nevada, as Debtor, 300 South 4th Street, Las Vegas, Nevada 89101, and The Connecticut

\*\* The enclosed Supplement No. 1 is a secondary document and relates to a Security Agreement-Trust Deed dated as of August 1, 1983 which was duly filed and recorded at 9:40 a.m. on September 21, 1983 and assigned Recordation Number 14167.

CT. Koppeler

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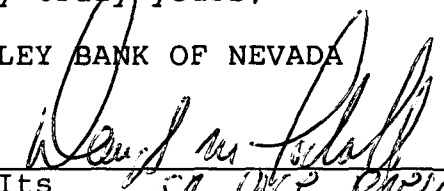
Bank and Trust Company, National Association, as Secured Party,  
One Constitution Plaza, Hartford, Connecticut 06115, covering 67  
tank cars and 27 covered hopper cars.

Very truly yours,

VALLEY BANK OF NEVADA

By

Its

  
SA OVP President  
DEBTOR AS AFORESAID

Enclosures

DESCRIPTION OF EQUIPMENT

<u>Number of Cars</u>	<u>Description</u>	<u>Identifying Mark and Numbers</u>
<u>TANK CARS</u>		
10	DOT 111A100W-1 13,750 gallon Rubber Lined. Super phosphoric acid.	GATX 17525 through 17534, inclusive
30	DOT 111A100W-5 20,000 gal. Rubber Lined. Hydrochloric Acid.	GATX 61111 through 61140, inclusive
7	DOT 111A60ALW-2 20,000 gal. Aluminum. Hydrogen peroxide.	GATX 73708 through 73714, inclusive
5	DOT 111A100W-5 20,000 gal. Rubber lined. Hydrochloric Acid.	GATX 12986 through 12990, inclusive
15	DOT 111A60W-1 11,350 gal. Titanium Dioxide. Slurry.	GATX 15671 through 15685, inclusive
<u>COVERED HOPPER CARS</u>		
20	LO. Airslide 4,566 cu. ft. Polycloth lining. Flour.	GACX 56259 through 56278, inclusive

SCHEDULE A

<u>Number of Cars</u>	<u>Description</u>	<u>Identifying Mark and Numbers</u>
3	LO. Airslide 4,566 cu. ft. Polycloth lining. Starch.	GACX 56291 through 56293, inclusive
4	LO. Airslide 4,566 cu. ft. Polycloth lining. Starch.	GACX 56294 through 56297, inclusive

REGISTRATION NO. 14167-A Filed 1425

NOV 18 1983 - 1 00 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 1  
TO  
SECURITY AGREEMENT-TRUST DEED

This SUPPLEMENT NO. 1 TO SECURITY AGREEMENT-TRUST DEED, dated as of October 15, 1983, between VALLEY BANK OF NEVADA, a Nevada banking corporation (the "Debtor"), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association (the "Security Trustee");

W I T N E S S E T H:

The Lessor and the Lessee have heretofore entered into that certain Security Agreement-Trust Deed dated as of August 1, 1983 (the "Security Agreement"). The terms used herein are used herein with the meanings specified in the Security Agreement.

The Security Agreement provides that it may be amended or supplemented from time to time by the Debtor and the Security Trustee, provided that any such amendment or supplement which impairs or affects the right of any holder of the Notes to receive payments of the principal of or interest on its Notes shall not be effective without the consent of such holder. The Debtor and the Security Trustee desire to amend the Security Agreement in the respects hereinafter set forth, with the consent of the holder of the Notes.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Debtor and the Security Trustee hereby agree as follows:

1. Schedule 1 to the Security Agreement, showing the amortization schedule per \$1,000,000 principal amount of Notes, is hereby amended to read in full as attached hereto.

2. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the "Security Agreement-Trust Deed dated as of August 1, 1983" or the "Security Agreement dated as of August 1, 1983" without making specific reference to this Supplement, but nevertheless all such references shall be deemed to include this Supplement unless the context shall otherwise require.

3. This Supplement shall be construed in connection with and as part of the Security Agreement, and all terms,

conditions and covenants contained in the Security Agreement, except as herein modified, shall be and remain in full force and effect.

4. This Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

[SEAL]

ATTEST:

Mary E. Townsend  
Its Asst. Secretary

VALLEY BANK OF NEVADA

By

[Signature]  
Its VICE PRESIDENT

[SEAL]

ATTEST:

[Signature]  
Its Asst. Secretary

THE CONNECTICUT BANK AND  
TRUST COMPANY, NATIONAL  
ASSOCIATION, as Security  
Trustee

By

[Signature]  
Its ASSISTANT VICE PRESIDENT

Consented to as of the date first above written.

Outstanding principal  
amount of Notes:

\$ \_\_\_\_\_

THE TRAVELERS INSURANCE  
COMPANY

By

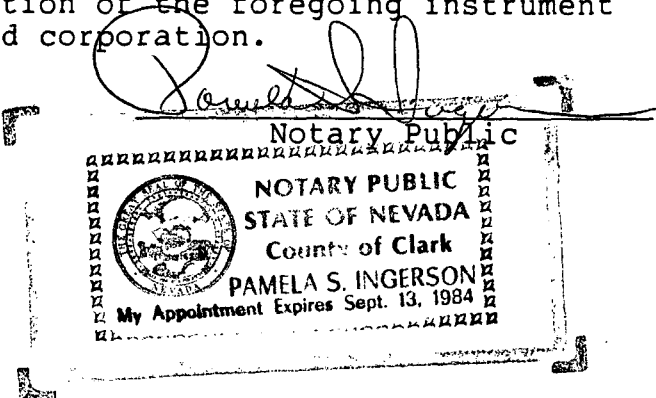
[Signature]  
Its Assistant Investment Officer

STATE OF NEVADA )  
 ) SS  
COUNTY OF Clark )

On this 26th day of October, 1983, before me personally appeared Douglas M. Todoroff and Mary E. Townsend, to me personally known, who being by me duly sworn, says that they are the Senior Vice President and Assistant Secretary, respectively of VALLEY BANK OF NEVADA, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

My commission expires:



STATE OF CONNECTICUT )  
 ) SS  
COUNTY OF HARTFORD )

On this 31st day of October, 1983, before me personally appeared E. Kacich and V. Kreuscher, to me personally known, who being by me duly sworn, says that they are the ASSISTANT VICE PRESIDENT and Assistant Secretary, respectively of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patty A. Lynch  
Notary Public

[NOTARIAL SEAL]

My commission expires:

PATTY A. LYNCH  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1987

# AMORTIZATION SCHEDULE

(Payments Required Per \$1,000,000 Principal Amount  
of 13.3% Secured Notes Issued by Debtor)

<u>Number of Installment</u>	<u>Total Payment</u>	<u>Portion Allocated to Interest</u>	<u>Portion Allocated to Principal</u>	<u>Principal Balance</u>
1	\$71,719.64	\$66,500.00	\$5,219.64	\$994,780.36
2	71,719.64	66,152.89	5,566.75	989,213.61
3	71,719.64	65,782.71	5,936.93	983,276.68
4	71,719.64	65,387.90	6,331.74	976,944.94
5	71,719.64	64,966.84	6,752.80	970,192.14
6	71,719.64	64,517.78	7,201.86	962,990.28
7	71,719.64	64,038.85	7,680.79	955,309.49
8	71,719.64	63,528.08	8,191.56	947,117.93
9	71,719.64	62,983.34	8,736.30	938,381.63
10	71,719.64	62,402.38	9,317.26	929,064.37
11	71,719.64	61,782.78	9,936.86	919,127.51
12	71,719.64	61,121.98	10,597.66	908,529.85
13	71,719.64	60,417.24	11,302.40	897,227.45
14	71,719.64	59,665.63	12,054.01	885,173.44
15	71,719.64	58,864.04	12,855.60	872,317.84
16	71,719.64	58,009.14	13,710.50	858,607.34
17	71,719.64	57,097.39	14,622.25	843,985.09
18	71,719.64	56,125.01	15,594.63	828,390.46
19	71,719.64	55,087.97	16,631.67	811,758.79
20	71,719.64	53,981.96	17,737.68	794,021.11
21	87,655.73	52,802.41	34,853.32	759,167.79
22	87,655.73	50,484.66	37,171.07	721,996.72
23	75,014.81	48,012.78	27,002.03	694,994.69
24	75,014.81	46,217.15	28,797.66	666,197.03
25	75,014.81	44,302.10	30,712.71	635,484.32
26	75,014.81	42,259.71	32,755.10	602,729.22
27	75,014.81	40,081.50	34,933.31	567,795.91
28	75,014.81	37,758.43	37,256.38	530,539.53
29	75,014.81	35,280.88	39,733.93	490,805.60
30	75,014.81	32,638.57	42,376.24	448,429.36
31	75,014.81	29,820.55	45,194.26	403,235.10
32	75,014.81	26,815.14	48,199.67	355,035.43
33	75,014.81	23,609.86	51,404.95	303,630.48
34	75,014.81	20,191.43	54,823.38	248,807.10
35	75,014.81	16,545.67	58,469.14	190,337.96
36	75,014.81	12,657.48	62,357.33	127,980.63
37	75,014.81	8,510.71	66,504.10	61,476.53
38	23,276.10	4,088.19	19,187.91	42,288.62
39	23,276.10	2,812.20	20,463.90	21,824.72
40	23,276.07	1,451.35	21,824.72	.00

SCHEDULE 1  
(to Security Agreement)